



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**A. Job Offer Information**

1. Job Title * Farmworker							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		33	33	3. Begin Date * 5/15/2022		4. End Date * 12/15/2022	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>2</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>14</u> <u>16</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	1	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>40</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
1 month of experience in general farm work is required.			

**C. Place of Employment Information**

1. Address/Location *			
Hwy 18 & Fender			
2. City *	3. State *	4. Postal Code *	5. County *
Sparta	North Carol	28675	Alleghany
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
None			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
465 Ballpark Rd., #1-4			
2. City *	3. State *	4. Postal Code *	5. County *
Sparta	North Carol	28675	Alleghany
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Apartments		4	23
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
Employer will furnish free kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Employer will provide weekly transportation to nearest town for workers to grocery shop and conduct personal errands. Should kitchen facilities become unavailable the employer will provide workers with 3 meals per day and will charge the actual cost for the meals, by weekly payroll deduction, not to exceed the daily allowable meal charge rate as published in the Federal Register and described in section 20 CFR 655.173 of the regulations.

When meals will be provided the employer will issue advanced written disclosure of the related charges.

See Addendum C.

2. If meals are provided, the employer: *	<input type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.	
	<input checked="" type="checkbox"/> <b>WILL</b> charge workers for such meals at	\$ <u>14</u> . <u>00</u> per day per worker.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. \*  
(Please begin response on this form and use Addendum C if additional space is needed.)  
The Employer will offer free daily transportation to and from work sites to the workers entitled to the housing benefit. For US workers who commute to work daily, the employer will offer free on farm transportation during the workday.

See Addendum C.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C			
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>14</u> . <u>00</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

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**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*

+1 (276) 773-3030

3. Email Address to Apply \*

carranzafarming@gmail.com

4. Website address (URL) to Apply \*

N/A

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Carranza	Cindy	
4. Title *		
H-2A Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		4/13/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Carranza Farming, LLC.	Bridle Creek Rd. (36.61511, -81.23694) Independence, Virginia 24348 GRAYSON		5/15/2022	12/15/2022	33
Bottomley Evergreens & Farms, Inc.	1358 Laurel Springs Church Rd. Mt. Airy, North Carolina 27030 SURRY	Bottomley Evergreens & Farms, Inc. - FEIN: 56-1957256	5/15/2022	12/15/2022	33
Bottomley Evergreens & Farms, Inc.	6460 Glade Valley Rd Ennice, North Carolina 28623 ALLEGHANY	Bottomley Evergreens & Farms, Inc. - FEIN: 56-1957256	5/15/2022	12/15/2022	33
Bottomley Evergreens & Farms, Inc.	201 Kenton Run Rd Wytheville, Virginia 24382 WYTHE	Bottomley Evergreens & Farms, Inc. - FEIN: 56-1957256	5/15/2022	12/15/2022	33

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**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Mobile Home	31 Casey Creek Road Galax, Virginia 24333 GALAX CITY		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
House	6597 US HWY 21 S Sparta, North Carolina 28623 ALLEGHANY		1	5	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Green Beans:</b> Planting, cultivation, and maintenance activities. Harvest activities. These work activities anticipated to be performed at any time/varies times throughout the entire period of employment. Workers will bend and stoop to transplant, if applicable, and cultivate and to pick vegetables according to size, color, shape and degree of maturity and place into field containers. workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Workers will stand on feet for lengthy periods of time. Workers will stand on feet for lengthy periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred degrees.</p> <p><b>Cabbage/Kale/Collards:</b> Planting, cultivation, and maintenance activities. Harvest activities. Work activities anticipated to be performed during the late summer months through the fall months. Workers will cut mature collards, cabbage heads and bunches of collard, kale and mustard greens using knife as specified by employer. Products will then be placed into sacks or boxes and placed on a trailer for transport. Workers may grade products removing bad or damaged leaves .</p> <p><b>Sweet Corn:</b> Harvest activities. Work activities anticipated to be performed during the late spring, summer, and fall months. Workers will stand and walk to pick corn according to size, color, shape, and degree of maturity and place into field containers. Workers may carry full container weighing approximately forth (40) lbs. and empty into field bin or load onto trailer. May be requires to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Workers will stand on feet for lengthy periods of time. Workers are required to work in fields when plants are wet with dew or rain.</p> <p><b>Pumpkins/gourds</b> Harvest activities. Work activates anticipated to be performed during the late summer months through the fall months. Workers will bend and stoop to pick vegetables according to size, color, shape, and degree of maturity and place into field containers. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take not to bruise or scar produce.</p> <p><b>Christmas Trees:</b> Work activities are anticipated to be performed in the fall. Harvests of white pine consist of using a 6-inch blade/knife to cut the tips of white pine trees and bundling them and tying with a rubber band and placed in a box. The box weighing thirty forty (30-40) lbs. and will be loaded onto a field trailer. The employee might have to climb a tree to get to pine. The harvest of Christmas trees employee will use chainsaw to cut bottom of tree which will be bailed and loaded onto a trailer for it to be hauled. Fraser harvest consist of using a hand saw to cut Fraser off trees and twined together and loaded to a trailer.</p> <p>See Addendum C.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>The employer will make the following deductions from the Worker's wages: All deductions required by law, including, but not limited to, FICA taxes, Federal &amp; State Income taxes, court &amp; administratively ordered garnishments &amp; other withholdings as well as for repayment of cash advances &amp; repayment of loans, repayment of overpayment of wages to the Worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear &amp; tear) or loss of equipment or housing items where it is shown that the Worker is responsible, &amp; any other reasonable deductions expressly authorized by the Worker in writing. Deductions from pay may be made for payment of the Worker's portion for any Employer-sponsored health care benefit that may be offered to the Worker for the Worker &amp; the Worker's dependents that the worker chooses to purchase.</p> <p>See Addendum C</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Terms & Conditions for Housing Benefit: Housing will be provided at no cost to workers who live beyond normal commuting distance & are unable to reasonably return to their place of residence the same day. Housing is not provided & is not available to non-workers. If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer.			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available.  Walk-in applications will be accepted at: Address: 793 Riding Trail Rd., Independence, VA 24348 Telephone: (276) 773 3030 Referral Contact is Cindy Carranza Email address: carranzafarming@gmail.com  Contact hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., ("Regular Business Hours"), except on federal holidays. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. The employer will interview applicants by phone and in-person by appointment and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency personnel, walk-ins, gate hires, etc. may call for an interview during regular business hours. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews.  Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker no later than three business days after starting work for pay, which will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document no later than three business days after starting work for pay. No worker will be considered to have completed the hiring process without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.  Workers may be required to take a drug &/or alcohol test at no cost to the worker. Testing positive may result in immediate termination. Testing is NOT part of the application/interview process & will occur ONLY after employment begins.			

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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * The following paragraphs related to inbound & outbound transportation pertain only to workers who are not within commuting distance & cannot reasonably return to their place of residence the same day & are, therefore, eligible for the benefit.  The Employer will not advance transportation & subsistence costs to the place of employment for any worker.  See Addendum C.			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Meal Charge
3. Details of Material Term or Condition (up to 3,500 characters) * Per The Employment and Training Administration (ETA) of the Department of Labor Notice issued on 2/23/2022, the employer will reimburse workers daily subsistence at a rate of: Minimum: \$14.00 per day Maximum: \$ 59.00 per day (with documentation of actual expenses)  The worker will not be charged more than \$14 per day for meals should kitchen facilities become unavailable in worker provided housing.			



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**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the subsequent authorized H-2A employer has not agreed to provide or pay for the foreign worker's transportation to the subsequent place of employment, the instant Employer will provide or pay for the transportation &amp; subsistence to the subsequent place of employment in lieu of providing and/or paying for such expenses from the place of employment to the place from which the foreign worker originally departed to work for the instant employer. If the subsequent H-2A employer has agreed to provide or pay for the foreign worker's transportation and subsistence to the subsequent place of employment the instant Employer will not provide or pay for such expenses. For foreign H-2A workers, subject to the applicable regulation at 20 CFR 655.135(i)(1-2), the Employer reserves the right to arrange &amp; provide charter or other similar return transportation that will comply with the applicable Homeland Security regulations at 8 CFR 214, 8 CFR 215 &amp; 8 CFR 274a requiring the employer to demonstrate a good faith effort to ensure the foreign workers return to their home country in compliance with the applicable laws, &amp; , in a timely manner consistent with the expiration of the visa issued by the Consulate/State Department for the period of employment. The employer will also report workers who abscond, as applicable &amp; appropriate, or be subject to the liquidated damages provisions of the applicable DHS regulations, &amp; other applicable employer focused punitive penalties disclosed in law &amp; regulation. Foreign workers eligible for the outbound transportation benefit who decline the Association provided return charter transportation will be issued payment for only the Mexico in-country leg of their outbound transportation (from Monterrey, Mexico to the place from which the foreign worker came to work for the instant employer) along with the complete subsistence amount &amp; the checks will be issued by their grower prior to departure. In those circumstances, the grower will disburse the checks at the time all work is completed, as determined by the Association/Employer, &amp; the worker is ready to depart. In the limited instances when the Employer determines charter transportation is not economically feasible due to insufficient numbers of departing H-2A workers &amp; the Employer elects to pay for the domestic leg of outbound transportation, in lieu of providing charter transportation, the Employer will pay only the foreign worker's actual transportation cost or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical &amp; reasonable common carrier transportation cost for the distance involved, whichever is less. Foreign workers who arrange their own transportation understand they assume all liability &amp; hold harmless the growers/association for any damages, injuries, personal or property losses.</p> <p>The employer will not reimburse, pay for &amp;/or provide transportation &amp; subsistence to a worker who does not provide documentation of identity &amp; employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his or her employment, or who is discharged for lawful job-related reasons.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><b>Conditional Inbound Transportation &amp; Subsistence Benefit Reimbursement:</b> For workers eligible for the inbound transportation &amp; subsistence reimbursement benefit, the Employer will reimburse workers who complete 50 percent of the work contract period &amp; who are beyond commuting distance the reasonable cost of transportation &amp; subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical &amp; reasonable common carrier transportation cost for the distance involved. The employer reserves the right to assist in coordinating charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical &amp; reasonable common carrier transportation cost for the distance involved, whichever is less. Workers are always free to choose their own means of inbound transportation at their own liability. Workers who arrange their own transportation understand they assume all liability &amp; hold harmless the growers/association for any damages, injuries, personal or property losses.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Conditional Inbound Transportation &amp; Subsistence Benefit Reimbursement: For workers eligible for the inbound transportation &amp; subsistence reimbursement benefit, the Employer will reimburse workers who complete 50 percent of the work contract period &amp; who are beyond commuting distance the reasonable cost of transportation &amp; subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical &amp; reasonable common carrier transportation cost for the distance involved, whichever is less, unless the worker is transferring to the NCGA job (with proper status) from another certified farm, if applicable, from within the United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). The employer reserves the right to assist in coordinating charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical &amp; reasonable common carrier transportation cost for the distance involved, whichever is less. Workers are always free to choose their own means of inbound transportation at their own liability. Workers who arrange their own transportation understand they assume all liability &amp; hold harmless the growers/association for any damages, injuries, personal or property losses.</p>			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will provide or pay for transportation &amp; subsistence under this agreement if the worker is terminated because of work related injury &amp; is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 50% rule in 20 CFR 655.122(i) (4). With respect to the statement above regarding providing &amp;/or paying the conditional outbound transportation benefit in the case of a work related injury that ends the worker's ability to continue performing the work for which they were hired for the balance of the employment period, the Employer reserves the right to obtain a copy of the return to duty notice from the worker's doctor &amp;/ or request a second opinion from a doctor of the employer's choosing confirming the injury will prevent the worker from returning to work during the period of employment before issuing the outbound transportation benefit. There is no limitation created herein explicit or implied with respect to the worker's right to elect the doctor of their choosing from whom they receive medical treatment.</p> <p>Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.122(h)(1-2), which refers to 20 CFR 655.173(a). As published in the Federal Register, the employer will pay the applicable subsistence reimbursement at a rate of \$14.00 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at \$59.00 per day for this conditional benefit.</p> <p>The Employer will not advance transportation &amp; subsistence costs to the place of employment for any worker.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 5
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Provide general labor to assist in the establishment and maintenance of properties by clearing property, planting trees, building trellis, setting up, operating and maintaining irrigation systems and any other labor considered necessary for efficient and safe operation.</p> <p>Abilities &amp; Skills Required: Employees must regularly lift and/or move up to 25 pounds and must frequently lift and/or move up to 40 pounds. Employees must be able to see all colors accurately in order to perform color-specific select picking. Employees must have the ability to recognize product quality. The job requires regular standing and walking. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance. The employee is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Employee must possess the requisite physical strength and endurance to repeat the above listed processes throughout the workday, at a sustained and vigorous pace and make bona fide efforts to work efficiently and consistently. Must be able to perform all duties within this job description in what can be considered a safe manner, adhering to all established farm safety guidelines, practices and procedures. Must have ability to communicate effectively and courteously with supervisors and co-workers. Must wear all required and assigned personal protective equipment at all times when required to do so. For food and general personal safety purposes, all workers will be required and expected to follow proper hygiene practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to wash their hands thoroughly with soap and water after using the bathroom, after eating food and before entering the produce fields for harvest activities. In addition, workers will be expected to follow all food safety and personal hygiene guidelines that the farm adheres to as part of their Food Safety Programs. Harvested produce will be inspected according to grade, color and size. Job specifications can change from time to time during the season due to crop, weather and/or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day thus ensuring that the farm is able to provide a quality product to their customers. Workers will be expected to adhere to specific picking instructions according to grade, color and size and remove vegetables without harming adjacent plants.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 6
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the necessary work to grow the farmers crops.</p> <p>All terms &amp; conditions included in the job order apply equally to all workers, domestic &amp; foreign, employed under this job order.</p> <p>Employer will offer 7 hours per day Monday through Friday &amp; five (5) hours on Saturday every day that work is available for the full period of employment shown in Item 9 of the ETA Form 790, even though work may be slack for brief periods, from time to time throughout the employment period in the production of these crops. The worker agrees to be available for work &amp; perform the assigned work for the assigned employer whenever work is available through the full period of employment shown in Item 9. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven (7) hours per day Monday-Friday, &amp; five (5) hours on Saturday.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain &amp; in high humidity &amp; in temperatures ranging from 100 degrees to 20 degrees F. Workers will work on their feet in stooped or crouched position for long periods of time. Worker must be able to lift up to 40 pounds throughout the workday. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers with specific tractor operation experience are also likely to operate a tractor to assist in land preparation &amp; planting/cultivation activities. This may or may not be incidental work, at any given time, &amp; will vary widely. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing various crops such cleaning &amp; repairing farm buildings, seed beds, racks, grounds, set up &amp; move irrigation pipes &amp; equipment, gardening, weeding &amp; shrubbing, etc. All other duties assigned under this order will be those duties of Farmworker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092. This is a very demanding &amp; competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot &amp; will not be tolerated. Job specifications can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.</p> <p>Specific instructions &amp; close supervision will be provided by the farm owner &amp;/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely &amp; proficient manner &amp; will have close supervision to insure adherence to instructions. Work will be closely monitored &amp; reviewed for quality.</p> <p>Worker must possess requisite physical strength &amp; endurance to repeat the harvest process throughout the workday, working quickly &amp; skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace &amp; make bona fide efforts to work efficiently &amp; consistently that are reasonable under the climatic &amp; other working conditions. Workers may not leave trash or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap &amp; water after all bathroom &amp; meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc. may affect workers ability to perform the work described herein. Workers should be physically able to do the work described with or without reasonable accommodation.</p> <p>Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed &amp; authorized by the employer or supervisor to do so. All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. If requested, worker must sign a document daily to confirm whether or not they have been injured &amp; other work-related information.</p>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Duty to Notify - Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete &amp; accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately &amp; will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with these employers. For workers who resign their employment voluntarily, the employer will consider &amp; evaluate special circumstances &amp; hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered &amp; eligible for exemption to the no complete - no rehire policy. Foreign H-2A workers, subject to the regulation at 20 CFR 655.135(i)(1-2), are hereby put on notice that they must leave the U.S. at the end of the certified period of employment &amp; any extensions granted by US DOL/US DHS, or separation from the employer, whichever is earlier, as required under paragraph (i)(2) of this section, unless the H-2A worker is being sponsored by another subsequent H-2A employer. By US DHS, regulation a foreign worker may not remain beyond their authorized stay, as determined by US DHS, nor beyond separation from employment prior to completion of the H-2A contract, absent an extension or change of such workers status under DHS regulations. See 8 CFR 214.2(h)(5)(vii) &amp; 8 CFR 214.2(h)(5)(viii)(b) for the actual DHS regulatory language.</p> <p>Discipline: The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Discipline &amp;/or Termination: Employer may discipline &amp;/or terminate the worker for lawful job-related reasons &amp; so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited &amp; hired, b) commit serious act(s) of misconduct or serious or repeove, in the context of this job offer &amp; job description "serious act(s) of misconduct" includes but is not limited to: Theft from the farmer or other workers; fighting, assault; fraud; falsifying work-related records; being intoxicated at work on drugs (abuse of prescribed drugs or illegal drugs) or alcohol; disobeying a lawful &amp; reasonable instruction given by the farmer or supervisor; repeated acts of misconduct for which the employee has been warned; abusing or threatening another employee, the supervisor, farmer, or any other person either verbally, mentally, or physically; bullying or harassment (including verbal, physical, sexual); willful or malicious damage to employers' property or another workers property; willful failure or repeatedly refusing to carry out a lawful or reasonable instruction that is consistent with the terms &amp; conditions of this job offer &amp; job description; willful failure in the performance of the duties described herein to exercise the appropriate degree of care or caution considered reasonable under the circumstances resulting in an injury to the worker, another worker, supervisor, farmer or any other person, or in damage to the crops or farm tools &amp; equipment; taking deliberate action that causes the employer to be out of compliance with the law; removing or misusing any employer property. A serious act of misconduct in the workplace is, in general, characterized as an objectionable action that is willful &amp; cannot be described as a mistake or an act of negligence.</p> <p>In general, with respect to item 18 above, in the context of this job offer &amp; job description, insubordination will be considered to be any willful or intentional failure to obey a lawful &amp; reasonable request or order from the farmer, or the supervisor with appropriate authority. The basic elements of insubordination are as follows: 1.) A reasonable &amp; lawful direct order was issued to the employee, either verbally or in writing,</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 4
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Worker may not engage in horseplay or other disruptive or discourteous behavior at work, in housing or while riding on employer provided transportation. Workers must treat fellow employees &amp; their foremen/supervisor with courtesy &amp; follow their directions/instructions. Workers must comply with attached work rules &amp; other lawful job related work requirements as disclosed. The employer will provide without charge to the worker the tools, supplies &amp; equipment necessary to perform the job duties. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return property of the employer or due to such worker's willful damage or destruction of such property.</p> <p>Full Growing Season Commitment: The job offered requires that the worker be available for work seven (7) hours per day Monday through Friday &amp; five (5) hours on Saturday every day that work is available for the full period of employment shown in Item 9 of the ETA Form 790, even though work may be slack for brief periods, from time to time throughout the employment period in the production of these crops. The worker agrees to be available for work &amp; perform the assigned work for the assigned employer whenever work is available through the full period of employment shown in Item 9. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven (7) hours per day Monday-Friday, &amp; five (5) hours on Saturday.</p> <p>The worker understands that if he abandons his employment or is terminated for cause, prior to the end of the period of employment shown in Item 9 of ETA Form 790 he will forfeit the 3/4 guarantee &amp; reimbursement of certain transportation costs described elsewhere in this job order &amp; will not be eligible for rehire. Excessive absences &amp;/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated &amp; may result in termination. Daily individual work assignments, crew assignments, &amp; location of work, will be made by &amp; at the sole discretion of the farm manger &amp;/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day &amp;/or different tasks on different days. Workers will be expected to perform any of the listed duties &amp; work on any crop as assigned by the worker's supervisor. Persons seeking employment as an experienced farm worker must be available for the entire period requested by the employer. Applicants who go to work will be subject to continuous evaluation by the grower throughout the entire period of employment. The grower will evaluate applicant(s) performance of required tasks. If the performance is not acceptable to the grower in its sole discretion the worker will be given substantive instructions, warning notices as appropriate, &amp; finally termination of employment for lawful job-related reason(s) described elsewhere in these documents. All domestic &amp;/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions continued
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * In accordance with the regulations at 20 CFR 655.122(l) governing rates of pay, the wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification, the AEWR is subject to go up or down & the growers will make the adjustments accordingly when the AEWR is published in the Federal Register.			

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions continued
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The Worker will not be required by the Employer to purchase any health care benefit that may be offered & may choose to state in writing that the Worker declines to purchase any such Employer-sponsored health care benefit. If the Worker timely chooses to purchase any such health care benefit, at the time the Worker states his or her desire to purchase such a health care benefit by completing & submitting any required written application any such health care benefit, the Worker also will be required to authorize a once-a-month deduction from the Workers' wages to pay the Workers portion of the monthly insurance premium. Such authorization by a Worker for the Employer to make a once-a-month deduction from wages, that is for the deduction to be made from wages paid on one payday per month, to pay the Workers share of the health benefit premium must be made in writing & signed by the Worker. The Worker's decision to decline or to accept the opportunity to purchase any health care benefit that may be offered (including the Worker's authorization to the Employer to continue deductions from wages for the Worker's share of each monthly premium as may be required by applicable law or by the insurance carrier or by both) will likely be irrevocable for the remainder of the benefit plan year for which the offer & acceptance are made, absent a "Qualifying event" affecting the Worker. Information concerning the amount that the Worker must pay as the Worker's share of the premium cost in order to purchase a health care benefit will be provided in writing if such a plan is offered. Benefits offered under any health care plan, if offered, & other terms under which any such plan will be offered will be governed by the terms of any such health care plan, the requirements of any insurance company or third-party administrator as well as by payroll administration requirements. No deduction not required by law will be made that brings the worker's hourly earnings below the FLSA Federal statutory minimum wage, except & unless, as allowed by law.			

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**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers Compensation Insurance
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Worker compensation insurance is provided.  Carrier for Carranza Farming, LLC is: Stone Wood Insurance. Notify Cindy Carranza at (276)773-3030 in case of injury within 24 hours.			

t. Job Offer Information 20

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Workers are not required to consume employer-provided meals and are free to choose their food source at their expense. If free kitchen facilities become unavailable, and a worker who is offered 3 meals per day declines the employer-provided meal program, the worker must make this election in writing.			

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**H. Additional Material Terms and Conditions of the Job Offer**

u. Job Offer Information 21

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available & that they solely assume all liability & costs for their personal transportation to & from work each day & at work if they voluntarily choose to drive. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite & return. Workers are always free to choose their own means of transportation at their own expense & liability. Workers who arrange their own transportation understand they assume all liability & hold harmless the growers/association for any damages, injuries, personal or property losses.			

v. Job Offer Information 22

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			